

# Weekly The Courier

VOL. 30, NO. 10.

CONNELLVILLE, PA., THURSDAY MORNING, SEPTEMBER 17, 1908.

EIGHT PAGES.

## FARINA FAMILY FIRMLY DENY TAKING PART IN MONDI MURDER.

Are Staunch In Their Testimony In Their Own Behalf In Face of Gruelling Questions.

### MAY PROVE ROBBERY MOTIVE.

Expected to Be Brought Out That Three Italians Killed Mondello for \$100, Judge Umel Sentences Offenders for Various Misdemeanors.

UNIONTOWN, Sept. 15.—When court opened this morning the defense opened its case in the Mondello murder trial. All of the defendants, Girardo Farina, father, Mrs. Mary Farina, mother, Mike Farina, son, and Mrs. Carmella Mondello, daughter went on the stand in their own defense, and were unanimous in denying any connection with the murder of Pasquale Mondello, by Nicola Mondello.

The head of the family stated that he and his son were naturalized Americans, the father coming to this country in 1887. They owned a little farm near Uniontown of five acres which they had purchased with their savings. The son, Mike Farina, resided near Griffin works and they were frequent visitors to his home and also to the home of their daughter, Mrs. Mondello. Mondello was a boarder at the Mondello home and they became acquainted with him there. This story was told by all the defendants without change, and Attorney Brownfield who conducted the examination received negative replies to all of the questions bearing upon their connection and action in the death of Mondello. The son in testifying replied "No" to questions asked him 21 times in five minutes. They all appeared to be telling the absolute truth in giving their testimony and made a good impression upon the jury in their own behalf.

Attorney Brownfield opened the case, and from his statement it was learned that the defense will endeavor to prove that Mondello and three other Italians killed Mondello for \$100 they thought he had in his pocket. The star witness in this connection will be Steve Brocius, who was at Masontown on the night of the killing. By him the defense stated they would show that Mondello, Mondello and three other Italians were in Masontown on the night he was killed and that he was in a wagon prepared to go home and asked the others to accompany him, but they refused. Brocius, it is said, will testify that he later heard a shot and saw three men running over the hill. Brocius was later arrested for the non-payment of a board bill, and it is said, that while he was confined in the jail he met Mondello, and in talking about the murder asked him how he came to kill Mondello all alone, as he was no physical equal of the dead man. It is alleged that Mondello then volunteered the information that he did not do it alone, but was assisted by three comrades, and that he killed Mondello for his money.

No reason for Mondello making the confession involving the Farinas has yet been produced by the defense, but it is supposed this feature will be developed by the witnesses this afternoon.

Joe Steck was acquitted of a charge of assault and battery and aggravated assault and battery, and his brother, George Steck, convicted and sentenced to the penitentiary for three years in Judge Umel's court this morning. The defendant assaulted George Baird in a house at Youngstown last July, striking him over the head with a coke stick. Baird was in the hospital for several weeks, and it was first thought that the fight would result in murder.

Frank Jordan and Ewing Nickolow are on trial charged with assaulting Antonio Donadio, a brother of Mike Donadio of Connellsville. Frank Jordan was convicted of the assault at the last term of court, but additional evidence by the authorities also connected the two men on trial with the crime.

Mike Mickels pleaded guilty yesterday afternoon to carrying concealed weapons and was sentenced to pay a fine of \$75 and costs and six months in the workhouse.

Alphonse Marcone, convicted of jumping a board bill, the charge being brought by Mrs. Nick Silver, was sentenced to spend three months in the workhouse.

Carmelo Bear, charged with violating the mining laws, failed to appear and steps were taken to forfeit his bond.

William Logan, a boy of 15 years, pleaded guilty to a theft of some jewelry in Brownsville.

Annie Bogush pleaded guilty to a charge of practicing medicine without a license at Republic.

Peter Vessally was convicted of a charge of selling liquor without a license, but was recommended to the mercy of the court. Vessally was beer agent at Fayette City for the Young brewery of Connellsville, but was accused of selling without orders.

Mike Dushak pleaded guilty to a

charge of assault and battery. By the will of the late Isaac R. Beazell, late of Brownsville, probated yesterday by the Register, his entire estate, valued at \$650 in personal property, is left to his widow, Annie Cox Beazell, with the provision that she file no bond nor inventory. The will is dated March 12, 1904, and is witnessed by William H. Fisher and Mrs. Anna C. M. Phillips. The deceased died in the Soldiers' Hospital, Dayton, O., August 24 last.

Letters of administration were granted yesterday to W. S. McCloy upon the estate of the late Sophia Luke, of Wharton township, who died in North Union township May 11 last. Her estate consists of \$679.60 in personal property and \$800 in real estate, the executor filing a bond for \$1,360 with H. L. Robinson and R. F. Hopwood as sureties. The deceased leaves a family, consisting of her husband, three daughters and four sons.

UNIONTOWN, Sept. 15.—The jury to try the Farinas, father, mother, sister and brother, charged with the murder of Pasquale Mondello, was completed early yesterday afternoon. But 34 talesmen were examined. The Commonwealth exhausted but two peremptory challenges for cause on the part of the Commonwealth sustained by the court and two by the defense. The jury as completed is as follows:

Andrew J. Close, farmer, Henry Clay township; Alvin Jennings, farmer, Stewart township; Luke C. Patterson, store manager, South Union township; Edward O'Neill, carpenter, Connellsville township; Braden Grim, farmer, Dunbar township; Howard Van Bremen, laborer, Uniontown; William Baldwin, laborer, Perry township; John Jennings, brakeman, Jefferson township; Henry McCormick, machinist, Connellsville township; John Vance, carpenter, Erverson; William Kennedy, Jr., laborer, North Union township; Lyman Lattman, plumber, Uniontown.

District Attorney Henderson reviewed the case, telling of the murder of Mondello and then relating the story of Nick Mondello, who claims that he did the killing at Griffin works but that the Farinas compelled him under pain of death to do it. He said the Commonwealth would prove a case of murder in the first degree against the Farinas.

Mondello, the principal witness, and who is under sentence for the killing testified to having committed the deed at the behest of the Farinas. He was required to go into greater detail than at his trial in June. After having been at Farinas three times and talking the killing over with them, he testified that he was again summoned to the elder man's house, and Mrs. Mondello, wife of the murdered man, handed him a revolver, a razor and a pair of knives. After naming the instrument was that "Patsy must be killed tonight," and told him if this gun did not work to use the razor.

Mondello told of meeting Mondello, whom he accompanied to Masontown, stopping on their way to purchase some pigeons. He then told of his assault on Mondello, the scuffle that followed and the shooting. He testified that he had never had any ill feeling against the man he killed, but did it through fear. He was promised immunity and protection by the Farinas if the officers got any evidence against him.

Mondello could not identify a revolver and razor which was shown him and which the Commonwealth contends he gave to an Italian woman shortly after the shooting. Mondello felt doubtful about the weapons having been the ones he had used in killing Mondello.

Cross examination of Mondello began this morning, Attorney W. Cook McKean conducting it and injecting into a new phase of the murder case. Steve Bareim and Jim Patrick, two foreigners who were in jail at the time Mondello was confined there were in the court room and were identified by Mondello. The witness was asked if the man had not inquired how he had killed Patsy, and Mondello made the reply: "I didn't do it alone, there was three of us and we killed him for the

money." In this connection a horse sale was brought in by the Attorney and Mondello admitted that the horse sale had taken place. McKean queried further, and from his questioning it seems apparent that he intends to support the story of the killing by four men one of whom was Mondello the other three escaping to the old country. No evidence along this line has been offered but the drift of the examination points in that direction. Mondello denied having ever made the statement.

UNIONTOWN, Sept. 15.—No word has been received from Harrisburg today where Sheriff Peter A. Johns was last evening to urge speed in issuing the extradition papers for William Rezy, who is being held at Cincinnati, O., for the Fayette county of officials. Friends of Rezy have already appealed to Governor Stuart to not issue the papers, claiming that Rezy was under arrest at Jersey City on a former occasion and the Fayette county officers did not claim him because there was no indictment against him. Sheriff Johns will explain the bungling of Chief of Police McCarthy, who did not turn over the telegram until too late to apprehend Rezy.

County Detective Alex McBeth will leave this afternoon for Cincinnati to be present at the hearing which is scheduled to be held there tomorrow and make an effort to have the police department hold him until the papers arrive from Harrisburg. The Cincinnati officers promised to hold Rezy until Monday on their own account, but they are anxious to have him taken off their hands and fear that trouble may arise in holding him so long in the city prison.

The absence of Governor Stuart from Harrisburg caused the delay in the papers not having been issued several days ago.

UNINTERRUPTED Trolley Connection Between Cities Now Being Planned. Promoters Go Over Route.

MEYERSDALE, Sept. 16.—Hon. E. F. Kizer, George A. Hill, C. H. Jennings, Ernest O. Koser, H. H. Maust, John M. Wright and J. L. Burebach, officers and promoters of the Pennsylvania & Maryland Street Railway Company, in automobiles, went over the proposed route of their line to the north yesterday.

The route was from here to Garrett, which is nearly completed, to Berlin, Somerset and Berwyn, and thence to Johnstown to connect with the Windber line. The road is expected to be in operation between here and Johnstown this time next year, and it may be extended south to connect with the Piedmont and Cumberland line, thus affording an uninterrupted trolley connection between Cumberland and Johnstown.

Black Hand at Work. MONONGAHELA, Pa., Sept. 16.—Following failure to bend Black Hand demands for money, dynamite was used yesterday morning exploded under the store of Battaglia Brothers at Dunlevy, doing several thousand dollars damage and endangering the lives of two Italians and their families.

Lived But Five Days. Charles Bishop Wilgus, infant son of Mr. and Mrs. Frank Wilgus, died yesterday at the residence of his parents on Apple street, aged five days.

Indian Creek Drying Up and Fish In Famous Stream at Mercy of Vandals.

The big Indian Creek reservoir is within three inches of being filled, but as a result of this there is no water passing over it, and Indian is drying up. This mountain stream has for ages been known as a great fishing stream and its shallowness now is making strenuous times for the fish that inhabit it.

A resident of that section stated this morning that fishermen have discarded their lines and hooks and all they have to do now is reach under the stones and pull out the fish. Many of them are 18 inches long and fine specimens. Bass, white suckers and trout abound in the stream, and these are being taken out by the wholesale. In some of the deep pools the fishermen have resorted to using dynamite and kill the fish in large numbers. Several of the sportsmen who have fished of this action have made an effort to have the fish warden watch the stream and are determined to have the practice stopped. It was stated today that more than 500 fish were taken from the stream last week.

## MAN BARTERS HIS LIBERTY FOR \$3.20.

N. F. Porter Cashes Duplicate Postoffice Money Order and Is Trapped.

### CAME THROUGH LOCAL OFFICE.

Connellsville Postmaster and Scottsdale Merchant Figure in Case—Porter Claimed He Lost Original and Got Duplicate and Cashed Both.

UNIONTOWN, Sept. 16.—According to a verdict returned before Judge R. S. Umel at the opening of court this morning, N. F. Porter of near Pennsylvania bartered his liberty for \$3.20 and lost. Following his trial, Tuesday evening, the jury agreed upon a verdict after five minutes deliberation. The verdict was read at 9 o'clock Wednesday.

Postmaster Clark Collins of Connellsville and S. R. Morris, Scottsdale merchant, were the only witnesses against Porter, who alleged that Porter had defrauded him out of \$3.20 on a postoffice money order. The charge was false pretense and the trial developed a new method of securing money by fraud.

Last April Porter secured a postoffice money order from Danville, N. Y., for \$3.25. The prosecution alleged that he went to Postmaster Collins at Connellsville, certified that he had lost the order and, after making application, secured a duplicate and received the money thereon. It is charged that he then took the original order to Mr. Morris, told him it was a good one and endorsed it to him on a balance of 65 cents due on clothing. Morris returning him \$3.20 in cash. Morris forwarded the order to Connellsville for collection, but was notified that the order was void, the amount it called for having been paid to N. F. Porter on a duplicate which was issued upon Porter's statement that the original had been lost.

Morris told of the sale and Postmaster Collins detailed the payment of the money on the duplicate.

Porter in his own defense declared that after endorsing the original order to Morris, he was notified by the government that the order had been lost, which he cashed. He said he supposed Morris had lost the order and he intended to see him in a few days and pay him. Porter's story was not corroborated. He testified that his wife owned two farms, but said that he had been unable to get a lawyer to prepare a defense, as the one he called demanded \$25, which he could not raise.

TYPHOID VICTIM.

Garfield Hall, Well Known Here, Dies at Obolopyle.

OBLOPYLE, Sept. 16.—Garfield Hall, who for the past few weeks has been ill at his home at this place with typhoid fever, died shortly after 10 o'clock yesterday morning, leaving his wife and two small children to mourn his sudden death. It was thought for a time that he would stand chances of recovery, but the Grim Reaper called him.

He is survived by his wife and two small children, father and mother, Mr. and Mrs. Mary Hall of Connellsville, also one sister, Miss Myrtle, and two brothers, William and Harrison, also of Connellsville. Mr. Hall was born and raised near this place. He was between 25 and 30 years of age. Mr. Hall was a member of the I. O. O. F. lodge, also a member of the J. O. A. M., recently organized at this place. Interment will be made in the Windber cemetery. Funeral services will be held at the Baptist church at this place Thursday morning at 11 o'clock. Mr. Hall leaves a host of relatives and friends who will regret his loss.

REV. THOS. J. LLOYD TO LEAVE TRINITY.

Reverend Announces He Will Resign From New Haven Church—Has Done Good Work Here.

Rev. Thomas J. Lloyd, pastor of Trinity Episcopal church of New Haven, has announced that he will resign from the rectory of that church within the next few weeks. Rev. Lloyd has been serving as pastor of the church for about a year and has made many suggestions to the congregation, organizing a Sunday school and generally promoting the welfare of the congregation.

It, however, is stated that the congregation is too small and too scattered for the services of a regular minister, and it will probably become necessary for Bishop Cortland Whitehead to appoint a minister with several charges to take care of the New Haven congregation at stated intervals.

Four Members of Normalville Family Are Stricken With Typhoid Fever.

The family of Walter Phiney, near Normalville, is in a most distressed condition, four of its members being down with typhoid fever. These are the father and mother and a son and daughter and their condition is serious. Reports received from the neighborhood of Normalville this morning are to the effect that there are a large number of cases of fever scattered about through the district and that the mountain physicians are

### TAKES PART OF COUNTY.

McDonald Usurps 75 Feet of Land Not Belonging to It.

WASHINGTON, Pa., Sept. 16.—As shown by a recent survey of the Allegheny county surveyors, McDonald has increased in size at the expense of Allegheny county.

In running the line a strip of disputed land about 75 feet in width was found to be within McDonald limit. This with several houses and an old building which was years ago the "Last Chance" saloon, go to McDonald by virtue of the survey.

## NEW HAVEN COUNCIL ACTS ON AGREEMENT.

Annexation Document Discussed by Members to Some Length.

### FAVOR CHANGING WARD LINES.

Only Few Changes Suggested by Body, as Agreement Met with Approval of Members for Most Part—Matter Dropped Until Thursday.

A special meeting of the New Haven Town Council was held Tuesday to confer upon the agreement of the committee appointed to draft an agreement with Connellsville relative to consolidating the two towns. All members of the Council were present with the exception of Thomas J. Hooper.

The agreement was read and approved with the exception of a few minor changes. One of the changes suggested by the Council was the annexation of the Sixth and Seventh wards, reversing the line of the two districts. As a whole the agreement met with the approval of the New Haven body. Council adjourned to learn what action the Connellsville body took upon the agreement, and several members of the committee came to Connellsville, but learned that the committee appointed by that body had not been selected according to the proper method. Action is now deferred until Thursday evening when a special meeting of the Connellsville Council will be held. It is probable that the work of the committee so far done will be presented at this meeting and definite action taken.

## SOLVING OF TRUNK MYSTERY GOING ON.

Identification of Rosenbloom Promised and Murderer May Soon Be Caught.

SONENBERG, Sept. 16.—Undenied at the refusal of Governor Hughes of New York, to allow the extradition of the Egler brothers, who were arrested in New York City, on a charge of complicity in the murder of S. J. Rosenbloom, the Windber merchant, whose body was found in a trunk near Camden, N. J., District Attorney Miller is insisting that the police continue the search for Alexander Rosenbloom, the son of the murdered man.

District Attorney Miller believes that Alexander went from Windber to Camden, thence to Dayton, O., thence to New Orleans, thence to Baltimore, and then to New York.

It is said to be certain, however, that he did not go to Europe, as was reported, but he still remains on this side of the Atlantic. Traveling from one place to another under cover of darkness Alexander has succeeded in eluding the detectives, who report weekly to the District Attorney.

The positive identification of the body found in the trunk as that of the missing Windber merchant, it seems, is no longer in doubt, and will be made within the next few days.

Upon the establishment of the identity satisfactorily it is understood that Governor Hughes will issue Governor Stuart's requisition for the Egler brothers, Joseph and Louis, in place of the murdered man. The two sons of the murdered man, Louis and William Rosenbloom, say they believe the body found at Camden is that of their father. They themselves, when here a few weeks ago could not, of their own knowledge, positively identify it, but they were allowed to see the body. However, they were shown the trunk and the rope with which it was tied.

FAYETTE HONORED.

County Secures Two Officers at State Commissioners' Convention.

GREENSBURG, Pa., Sept. 16.—The annual State Convention of County Commissioners began here yesterday afternoon. The delegates were welcomed by Judge Lucien W. Dory and County Solicitor Richard D. Laird. The Rev. John B. Randall, Jr., offered the invocation.

J. P. Lukins was re-elected President of the association. M. E. Townsend of Uniontown was re-elected Secretary, and H. F. Holloway of Somerset of Fayette county, was for the ninth consecutive term made Treasurer.

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constantly on the go.

Several cases ago there was a similar outbreak of the disease in the same neighborhood and it was months before it was stamped out. It is believed that the disease is contracted through water used from the springs nearby all of the residents of the mountain taking their supply from these. All of them now are very low and it is believed that they have become polluted.

## COUNCIL ELECTS T. J. BRENNAN AS MEMBER TO FILL VACANCY.

Members of Volunteer Fire Department Ordered Paid and Long Standing Damage Suit Settled.

### WELL KNOWN MAN DEAD.

James Guy, Old Dunbar Township Resident, Expires at His Home.

James Guy, aged 62 years, 9 months and 21 days, a former well known resident of Dunbar township, died Tuesday of organic asthma at his late home at Walnut Hill, Oak Grove, near Uniontown. Funeral services this evening at 7 o'clock from his late home. Rev. David Minor of Dunbar will officiate. The interment will take place in Hill Grove cemetery this morning on the arrival of the Pennsylvania train due here at 9:30 A. M. Deceased is survived by a family of grown children and is well known in and about Connellsville.

## HAPPY GATHERING NEAR VANDERBILT.

Relatives and Friends of Mrs. Angeline Shellenberger Join in Birthday Anniversary.

VANDERBILT, Sept. 16.—An event of last week and one of interest was a birthday anniversary held at the home of Mrs. Angeline Shellenberger. She was on Friday, September 11th, 70 years of age and to make the occasion a memorable one in the life of the aged lady a big dinner was arranged. The same was carried out with the utmost care and attention and nothing less than a happy evening for Mrs. Shellenberger but all the assembled guests.

Mrs. Shellenberger was born at East Liberty, near here, and with the exception of four years she resided here all her life. The other portion was spent in Franklin township. She is known to all the citizens of Vanderburg, especially those of mature years. Her husband died many years ago. Since the death of her husband she has resided alone, excepting a few months when her youngest son, Harry, stayed with her. Mrs. Shellenberger is a native of the place, is in excellent health and enjoys her life.

She has seen this town grow from its infancy and until today we have a population in this community bordering on 2,500 people. At the gathering were 31 people, including her sons, daughters and great grandchildren. The following children of Mrs. Shellenberger were present: J. P. Shellenberger, Mrs. Charles Miller, Mrs. T. G. Blair, Mrs. G. M. Groat, R. M. Shellenberger, A. A. Shellenberger, and Harry B. Shellenberger. J. T. Meares, who married one of the girls, named Anna, now deceased, was present with his little daughter, Mary.

The evening was spent by the guests in a social way and will live in the memory of all those present, especially Mrs. Shellenberger, who was all alone with the family circle assembled once more around the old home place. The happy laughter of childhood and the prattle of the little baby was heard once more by her who is passing into the evening of life. A bounteous repast was served and all the best wishes of the season graced the two large tables. Mrs. Shellenberger was also the recipient of many handsome and useful presents, given as a token of respect which her children and great grandchildren bear to her. When all had done justice to the delicious things Sanford McBurney took a beautiful picture of all those present and he was able to get an excellent proof of the same.

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## TO NAME PRESIDENT THURSDAY.

Annexation Committee Declared Illegally Appointed and Matter Will Come Up for Discussion at Meeting Tomorrow Night.

The Town Council met in regular session Tuesday night and transacted some important business, including the final consummation of the sale of \$47,500 4 1/2 percent refunding bonds to take up outstanding certificates of indebtedness in a bid sale, the filling of the vacancy in the Second Ward representation caused by the death of Rev. J. J. Huston, and the final settlement of the much-disputed claims of the Volunteer Fire Department. Owing to an irregularity in the appointment of the Consolidation committee, it was decided to begin de novo and be right. The matter was all stricken from the record in consequence, but it was agreed before the members left the chamber that it should be taken up and put through a special meeting to be held tomorrow night for this purpose and for the further purpose of electing a President of the Council. The call for this meeting went out this morning.

F. J. Friel presided at the meeting Tuesday, but the start-off was hampered by copious minutes of previous meetings, the body not getting down to work until after 9 o'clock. Those present were D. F. Girard, J. B. Millard, P. J. Kooser, B. P. Wallace, William McCormick and Clair Stillwagon. The latter entered a protest immediately upon the reading of the minutes, declaring that the resolution of the previous meeting did not call for the appointment of a committee to consider the consolidation of the two towns. He asked that a correction of the minutes be made and that paragraph relating to the annexation question be stricken from them. After much discussion pro and con, Borough Solicitor Goldsmith was asked for an opinion and stated: "That if that provision was included in the minutes, then that portion of the minutes was null and void." He declared, however, that the Council could ratify the action of the committee and that ratification would act just the same as if their work had been approved. Mr. Wallace could not see where there could be any ratification to the ratification of the committee's work because the Council had a right to pass upon it, but this did not have the effect of allowing the appointment of the committee of its work to go into the minutes, and it was finally decided to strike the previous action from the minutes entirely. President Friel agreed that the action was not extraneous and all the minutes were adopted as read with the exception of the Consolidation Committee appointment.

As a climax to the whole meeting came the election of a successor to J. J. Huston, whose death was a matter of sincere sorrow and regret at the previous meeting. The minority members were of the opinion that no election would be attempted last night, but when the subject was brought up, the majority was already prepared. For Brennan, Friel, Girard, Millard and Kooser; for Johnson, Wallace, Stillwagon and McCormick. Brennan was declared elected. The election of a permanent President of Council here presented itself, but the minority asked that the vote go over until there was a full membership present. There was little hesitancy shown and Stillwagon jumped into the breach with a motion to adjourn, which was unanimously carried.

The most important transaction to the taxpayers of Connellsville, however, was the consideration of the proposition to refund the \$7,500 6 1/2 percent refunding bonds with 4 1/2 percent bonds. Briggs & Co. of Philadelphia offered to take the whole issue at par. The bonds were sold tax paid without any redemption clause except at the expiration of the 25 years, beginning October 1, 1909. The bond issue was to be originally \$47,500, but in examining the notes and certificates of indebtedness, it was found that an additional \$200 was also hanging on the books. These bonds are to be issued in 45 coupon bonds, upon which the interest is payable semi-annually. A sinking fund approximately \$1,038 is to be levied annually to take care of the interest, which will be something over \$1,800 per year.

Members of the old fire department presented their claims on a sworn statement and Mr. Wallace of the Finance Committee was instructed to

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## LITTLE CHANGE IN THE COKE TRADE.

Not Improving Very Much But Is Moving Along in Quiet Manner.

### DEPENDS ON IRON AND STEEL

No Improvements Shown in These Industries and No Hope for Betterment Until Conditions Improve at the Mills—Scarcity of Water in Connellsville Region.

**SUMMARY**  
For the week ending September 12, 1908  
Districts: Connellsville, 117,000; L. Connellsville, 78,619; Totals, 195,619.

**PREVIOUS WEEK**  
For the week ending September 5, 1908  
Districts: Connellsville, 117,000; L. Connellsville, 78,619; Totals, 195,619.

**AGGREGATE**  
For the week ending September 12, 1908  
To Pittsburgh District, 117,000; To Point West of Pittsburgh, 78,619; To Point East of Connellsville, 78,619; Totals, 274,238.

**PREVIOUS WEEK**  
To Pittsburgh District, 117,000; To Point West of Pittsburgh, 78,619; To Point East of Connellsville, 78,619; Totals, 274,238.

Coke production gained slightly last week and shipments were also improved, but it cannot be said that there is any real betterment in the trade, and the outlook does not indicate at this time that there will be a great increase in business over the present for many months. The weakening reports of the iron and steel industries give a rather pessimistic tone to the coke trade, for when these industries do not move coke of necessity is like waste affected. One large interest declares that the coke trade does not show any betterment and that it does not expect any improvement for at least six months. This opinion is based upon the adverse reports of steel and iron orders now being received. A bright feature to the week's events is the sale of Greene county coking coal by J. N. Thompson. The trade may be dull now but there is every evidence that a brighter day is coming and the one who knows the value of coking coal are preparing for it. Recent deals of Mr. Thompson in Greene county coal. Although the value of the coal a few years ago in this undeveloped territory was placed at \$25 an acre it is now commanding \$300 and many are holding it with the confident assurance that it will before many years reach \$1,000 per acre and possibly more.

There is no change in the price of ferings for coke and no inquiries of a large nature for furnace coke. Quite a few inquiries were received last week for furnace coke and this is averaging well up to \$25 per ton, although sales are reported at \$24. The best offering this week seems to be going the rounds for furnace coke is \$14.00. At this price the sale of coke is considered a sacrifice.

The summary of The Courier for the week ending Saturday, September 12, shows that the total production of the two regions was 195,619 tons of which the Connellsville region produced 117,000 tons and the Lower Connellsville region 78,619 tons. Of this amount the Connellsville region produced 97,235 tons for furnace interests and 20,384 tons for the open market. The Lower Connellsville region produced 27,549 tons for furnace interests and 51,069 tons for the open market.

During the week a number of plants were greatly hampered by the insufficient water supply and operators report that unless there is rain soon they will have to discontinue the operation of the plants. There seems to be a sufficient water supply in the Lower Connellsville region the supply being drawn for nearly all the plants from the Monongahela river but in the Connellsville region there is scarcely enough for boilers and large quantities are needed for water in the ovens.

The American Metal Market and Daily Iron and Steel Report says: There is a decidedly firmer tone in the eastern pig iron markets while a number of prominent furnace interests have advanced their prices. For several weeks New England consumers have been shrewd and conservative buyers of pig iron and their purchases now look quite favorable. In the central West the pig iron market is somewhat weaker and is decidedly apathetic the only important requirements in the market being 4,000 tons of October iron for the Massillon pipe interest. Stock of Bessemer and basic pig iron in the valleys decreased 6,000 tons last week to 59,084 tons. There are conflicting reports as to the amount of foundry and forge iron in stock in the valleys.

Some steel products have shown a slight improvement in demand but on the whole there has been no improvement and there is danger that within the next two or three months as there is a decline in the requirements of heavy products which are used more extensively in good weather. The improvement in lighter lines will not be sufficient to balance and the net result will be a falling off in total tonnage.

The belief is widespread that the

stocks of finished products are being accumulated by certain large producers at this time particularly by such producers as have a range of very economical and less economical mills and are disposed to keep in steady operation the mills showing the lowest costs. It is reported that a further curtailment is being made in the office force of the coke subsidiary of the Steel Corporation.

Following are freight rates on coke per ton of 2,000 pounds in car load lots from the Connellsville and Lower Connellsville regions:

Region	Rate
Boston	\$3.50
Buffalo	1.00
Baltimore	2.07
Cleveland	1.00
Columbus	1.65
Indianapolis	2.10
Chicago	2.80
East St. Louis	2.80
Hamilton Ont.	2.20
Joliet	2.00
Louisville	2.50
New York	2.75
Pittsburg	1.00
Philadelphia	2.00
Richmond Va.	2.00
Tulsa	2.25
Valley Furnaces	1.00

### WANTS NEW TRIAL

Newspaper Influence on Jurors Alleged by Murphy's Attorney  
CONNELLSVILLE, Pa. Sept. 16.—Attorney Daniel C. Ogden, Curtis H. Gregg and W. J. Donohue, Jr. counsel for Jacob Murphy of Port Royal, convicted last week of falsifying returns at the February primary election yesterday afternoon filed a motion for a new trial. It is claimed by them that newspaper articles had influenced the jurors that the testimony was insufficient to convict Murphy that the prosecution failed to establish that the doctored returns were in Murphy's handwriting. Copies of Greensburg papers published prior to and during the trial were filed with the motion. The arguments of the defendant's attorneys will be heard on October 3.

### THOUSANDS OF FISH DIE

State Officers to Determine Responsibility for Slaughter at Johnstown  
JOHNSTOWN, Pa. Sept. 16.—Who is to be held responsible for the death of thousands of fish which were left stranded when the big Mill Creek dam of the Johnstown Water Company went dry will probably be determined by State officials. Fish Commissioner Meahan has been advised of the situation. When a demand was made upon the water company for a better supply the water from the Upper Mill Creek dam was allowed to pass into the lower dam from which it went into the city mains and was quickly exhausted. In the basin of the Upper Mill Creek dam a mass of fish was left to die.

The Weekly Courier \$1.00 a year

### COUNCIL ELECTS T. J. BRENNAN.

(Continued from First Page)  
settle with the following members: Charles E. Gaskill, N. I. Coyne, J. J. Corrigan, Patrick King, M. J. King, Geo. R. Marotta, C. H. Marotta, R. W. McCormick, John B. Stehle, George Gregg, Edward McCormick, John C. Story, Howard Rodgers, C. S. Smeach, J. A. Bisset, A. N. Krepps, Harry Franks, Michael Gannon, William Campbell, A. R. King and T. H. McGuire.

Borough Attorney S. R. Goldsmith stated that he had entered into a temporary agreement with S. R. Froch and Jos. T. Crossland agreeing to let the borough for \$100 and costs. They claimed the amount on account of the borough entering upon their lots in the McClelland addition to town and having a sewer in the matter having been before Council frequently in the past two years. Members of former Council declared that a release had been secured from the property owners but the records did not show it and it was deemed the cheapest to settle the claim and not take it into court. A warrant was ordered drawn for the amount with costs.

The paving of East Gibson avenue which has been before Council was referred to the Street Committee. A complaint against Policeman W. H. Bowman for the non-payment of rent to Allen Hyatt representing W. D. Gilchrist was laid upon the table.

The Finance Committee was directed to look into the bills of the Connellsville Water Company for water supplied previous to the expiration of the contract in April and if they were just to report at the next meeting for payment.

All matters relating to sewers were carried over until the next meeting of Council. Mr. Wallace asked that immediate action be taken in laying sewers on the South Side but by common consent these matters were held over after a brief discussion.

W. W. Horner and a number of citizens appeared with a petition signed by numerous residents of the town condemning the action of the C. & D. P. Telephone & Telegraph Company and the West Penn interests in refusing to conform with the ordinance to place all wires under ground and declaring that this refusal was antagonistic to the welfare of Connellsville. The petition referred especially to the business districts where it declared that it was a constant menace to the lives and property of the people. It was accepted, read and filed.

The Joseph Soussan Fire Brick Company filed a written bond for the duration of its brick on Race street and North Allen as requested at a former meeting of the Town Council. The bond was accepted and ordered filed.

## The Connellsville District

With Their Owners, Address and Ovens in Blast Corrected to Saturday, Sept. 12, 1908.

Total Ovens	In Blast	Name of Works	Name of Owners	P. O. Address
222	100	Aerona	W. T. Ralston	New York N. Y.
26	26	Arms	Arms Co.	Greensburg
20	20	Asheville	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 1	H. C. Frick Co.	Pittsburg
10	10	Asheville No. 2	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 3	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 4	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 5	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 6	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 7	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 8	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 9	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 10	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 11	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 12	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 13	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 14	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 15	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 16	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 17	H. C. Frick Co.	Pittsburg
20	20	Asheville No. 18	H. C. Frick Co.	Pittsburg
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20	20	Asheville No. 100	H. C. Frick Co.	Pittsburg

## VALUATION OF U. S. STEEL INCREASES.

Property Has Shown Great Gains Since Organization.

### PREFERRED STOCK IS BETTER.

What Corporation Has Put Into Property in Way of New Construction Surplus Betterments Sinking Fund and Other Things.

A short time after the organization of the United States Steel Corporation when the preferred was sold, an examination of the common stock to a third party was made and it was found that the value of the common stock was not as high as the value of the preferred stock. An examination of the statistics show that it is a valuable investment.

Its earnings have been sufficient to meet actual construction expenses amounting to approximately \$2,000,000 to date and at the same time it has added approximately \$1,000,000 to its surplus.

New construction expenditures and increased surplus since organization make a total of approximately \$3,000,000 a sum equivalent to 33 1/3% on the \$9,000,000 of common stock in other words that amount per share has been added to the value of the common stock as the investment in cash additions to current assets.

As a matter of fact, the amount expended for new construction in the increase in surplus exceeds the market value of the common stock by close to \$9,000,000 and is only \$7,000,000 less than the par value of the preferred stock.

## ANOTHER BIG COAL DEAL CONSUMMATED.

J. V. Thompson Disposes of 3,000 Acres in Greene County to Well Known Coal Companies.

UNION TOWN, Sept. 16.—A Thompson company deal in the coal field of Greene county, Pa., has been consummated. The deal is the sale of 3,000 acres of coal land to the Carnegie Coal Company.

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## BESSEMER COKE CO.

MANUFACTURERS AND SHIPPERS OF

Genuine Standard  
Connellsville Coke.  
Furnace, Foundry  
and Crushed Coke.

Mines and Ovens in Connellsville Region.  
Direct Connections with all Railroads Entering the Region.

OFFICES:

LEWIS BLOCK, PITTSBURG, PA.

INDIVIDUAL CARS.

C. M. WOLFF, General Agent.

Hostetter Connellsville Coke Company,  
HIGHEST GRADE

Connellsville Coke

Furnace and Foundry Orders Solicited.

Branch Office, Carnegie Building, Pittsburgh, Pa. (BELL TELEPHONE) 894 COURT.

M. M. COCHRAN, Pres. W. HARRY BROWN, Vice Pres. JOHN H. WURTZ, Sec. & Treas.

Washington Coal & Coke Co.

General Office, DAWSON, FAYETTE COUNTY, PA.

5,000 TONS DAILY CAPACITY. INDIVIDUAL CARS.

YOUGHIOGHENY COAL.

STEAM GAS COKING.

CONNELLSVILLE COKE.

FOUNDRY FURNACE CRUSHED.

Shipments via B. & O. R. R. and P. & L. E. R. R. and Connections.

Sales Office  
PITTSBURG, PA.

N. P. HYNDMAN, Sales Agent.  
H. R. HYNDMAN, Assistant Sales Agent

Pickands-Magee Co.,  
Connellsville Coke

FURNACE FOUNDRY AND CRUSHED  
GAS STEAM AND SMITHING COAL

Orders and Correspondence



**Connellsville Central Coke Co.**  
OFFICE, 1211 EMPIRE BUILDING, PITTSBURGH, PA.  
Works:—Low Phos. No. 1, Herbert No. 2, near Uniontown, Pa.  
**Standard Connellsville Coke**  
MONTHLY CAPACITY 25,000 TONS. P. R. R., P. & L. E. R. R. and B. & O. R. R. CONNECTIONS.  
Only plant in the world where Coke is entirely mechanically handled, and in that way  
very largely freed from sulphur and ash.  
Blossom-ash blown from ovens by new process of compressed-air before coke is drawn.  
ANALYSES FURNISHED ON REQUEST.





## GERMAN TOWNSHIP FARMER SEEKS TO RECOVER FOR COAL REMOVED.

Case Against H. C. Frick Coke Company Brought by John W. Coffman May Be Long Drawn Trial.

OVER \$45,000 IS INVOLVED.

Plaintiff Claims Corporation Removed Coal From Beneath His Farm and Also Damaged the Surface—Technical Evidence Will Be Introduced.

UNIONTOWN, Sept. 16.—Before Judge R. E. Umbel this morning the case of John W. Coffman against the H. C. Frick Coke Company was started, although very little testimony was taken in it before the noon recess. Indications are that it will take considerable time to hear it and reach a verdict as both sides are determined to put up a strong legal fight.

The plaintiff in this case alleges and seeks damages to the extent of \$45,777.66. It is set forth that he is the owner of a farm in German township which the Frick Coke Company has entered and taken out 2.28 acres of coal. The coal amounted to 776,294 bushels, valued at \$15,525.89. Under an old Act of Assembly the plaintiff claims the damages which makes the claim \$45,777.66. In addition to this a further claim of \$1,000 is made for damage to the surface. The plaintiff is represented by John W. Coffman and the defense is represented by E. H. Reppert. It is expected that a large amount of technical evidence bearing on coal mining will be introduced.

After being out all night the jury in the case of the Crossan Construction Company against John E. Leonard reported that they could not agree this morning and at 10 o'clock were dismissed. The case will now likely go over to the next term of court.

The Crossan Construction Company claimed \$24, which they alleged was due them for the failure of Leonard to raise a sunken boat from the Monongahela river.

Leonard's defense completely tangled up the jury. He presented a counter claim against the construction company, but did not deny that he had entered into a contract with the company to raise the boat for \$250. He said that the work was misrepresented to him when he took hold of it, that he did raise the boat and sunk again. It had already cost him \$500 to do the work. He claimed that he did not, however, abandon the work of again floating the boat and was at work on it when another contractor was secured and came there while he was still at work.

The jury seemed mystified over the evidence produced and this morning came before Judge Van Swearingen to ask some questions about the contract. He endeavored to see them right according to the evidence, but they apparently could not understand the mixup, and asked to be discharged.

Shortly before noon another case of the same company against the same defendant to recover \$489 was taken up. It is alleged that Leonard owes the company that amount for work they performed on a railroad contract he had near Brownsville.

UNIONTOWN, Sept. 11.—At 11 o'clock this morning the case of John D. Coffman of German township against the H. C. Frick Coke Company, a damage suit to recover about \$47,000, was quickly terminated when a settlement was effected and the case taken from the jury. It was held by the Frick Coke Company that they took from beneath Mr. Coffman's farm about 10,000 bushels of coal which they valued at 2 cents a bushel. The terms of settlement were \$1,000 damages for the plaintiff. The test case developed that the damage to the surface was not of a serious nature and this helped to reduce the claim. Coffman claimed more than \$15,000 damages which he had secured to an Act of Assembly.

In the case of the Crossan Construction Company against John Leonard of Brownsville an action to recover \$489, a verdict to the defendant was returned. The construction company alleged that it was engaged by Leonard to do a certain work on the construction of a railroad track near Brownsville. Leonard alleged that he had paid the company all that was due them, and further alleged that the construction company did the work for the railroad company and not for him, and that they had endeavored to collect from the railroad company and, finding that they could not collect for them made the claim against him. The jury took this view of the matter also.

The conclusion of the Coffman damage case left the court without any thing to do and adjourned until 1 o'clock this afternoon when it is expected that there will be several cases ready for trial. There was no room in Judge Van Swearingen's court this morning no cases being ready for trial.

Attorney S. R. Goldsmith this morning notified the court that Millie Barlick of Connellsville would accept the reduced verdict of \$500 against the Baltimore & Ohio Railroad Company. A jury awarded her \$1,000 at a previous term and a motion was before the court for a new trial. The court decided that she accept \$500 within 15 days or a new trial would be granted the railroad company on the ground that the verdict was against the

## FAST FORGERY CASE TO GO TO JURY TODAY.

Talesmen Will Act On Fraudulent Note Operations of Silver Haired Prisoner.

UNIONTOWN, Sept. 12.—The case of Louis Sackett against Francis M. Fast and Jacob Cover will probably reach the jury about 3 o'clock this afternoon. This is an action to recover \$1,000 on a fraudulent note with interest from February 3, 1935.

A peculiar condition of affairs has developed in taking the testimony. Every one knows Francis Fast is an about Uniontown and over the county as a wholesale maker of fraudulent notes many persons of means having been fleeced by him. The Sackett case is the first one to have ever been tried against the white haired old man who seems to think that there is no crime a-fetched to the making of fraudulent instruments.

He was placed on the witness stand yesterday and testified that he made the note and signed the name of Jacob Cover as uncle to it. Here the prosecution developed a turn and from that point on until the end of the trial an effort was made to disprove the old man's statement and prove that Jacob Cover really signed the note. Confusion between the two was hinted at in the testimony.

Fast is practically penniless but has an idea that he will be rich some day and he would soon accomplish it if he could get anyone to take his notes. Attorney John S. Christy at 11:30 o'clock addressed the jury and closed at 12:30 o'clock. Attorney W. C. McKean will sum up after lunch and the case will probably reach the jury at 3 o'clock.

## PIPER RECEIVES SEVERE GRILLING.

Former Bank Cashier Forced to Testify Regarding Shady Transactions of Institution.

HATTANING, Pa. Sept. 12.—O. F. Piper, formerly cashier of the Peoples Bank of California, Pa. received a grilling at the hands of the attorneys on both sides of a case being tried here. The Peoples National Bank sued to collect from the Brady & Bend Clay Manufacturing Company the face value of a note given by the latter and found by the received among the effects of the bank when its doors were closed.

The evidence showed the brick company had given a note to W. L. Lenhart of Brownsville who was a director of the company and who was to use the note to raise money for the concern. Lenhart testified he had given the note to Piper for the latter to discount but that Piper had never given him the money on it, and the brick company never received any.

Piper testified Lenhart owed the bank and that he had applied the note to Leonard's credit. He was forced to tell how the Peoples Bank was looted while its President, Geo. G. Hornby, one of its directors listened to the note at the bank and at the same time had received \$5,000. Lenhart denied this, but admitted he owed the Peoples Bank about thirty thousand dollars.

## ECHO OF FAILURE OF BANK IN COURT.

Girls Try to Recover Money Deposited in Rutsack Institution at Uniontown by Employer.

UNIONTOWN, Sept. 9.—An echo of the Rutsack bank failure was aired in Justice Bierer's court last night when Mary Kvaki and Beron Lasha, two foreign girls, secured a judgment against Louis Forley, their employer, for \$25. The girls have been employed at Forley's restaurant for some time and several weeks before the Rutsack crash they did not receive their week pay.

Not having immediate use for it they did not trouble the proprietor. However, after the branch bank here had been closed Forley came around to them and showed them two bank books in which their wages were marked down as having been deposited in the bank.

The girls declared that they never gave the proprietor the privilege to deposit their money and demanded their wages. He refused to give it to them and a civil action was the result. Justice Bierer gave judgment to the girls in the sum of the wages and Forley took an appeal. It will now be up to the court to settle the dispute.

## GRAND JURY RETURNS MANY TRUE BILLS AND COURT PREPARES TO SETTLE DOWN TO GRIND.

UNIONTOWN, September 16, 1936.—Two indictments were returned yesterday by the Grand Jury against William De Rosa, the manager of the Rutsack bank. An indictment was also returned against the bank.

The indictment against De Rosa is for embezzlement of \$1,000. The indictment against the bank is for the same amount.

Indictments were returned by the Grand Jury against Francis M. Fast, the manager of the Rutsack bank, for embezzlement of \$1,000. The indictment against Fast is for the same amount.

Indictments were returned by the Grand Jury against Jacob Cover, the manager of the Rutsack bank, for embezzlement of \$1,000. The indictment against Cover is for the same amount.

The following bills were returned by the Grand Jury:

1. A bill against William De Rosa, manager of the Rutsack bank, for embezzlement of \$1,000.

2. A bill against Francis M. Fast, manager of the Rutsack bank, for embezzlement of \$1,000.

3. A bill against Jacob Cover, manager of the Rutsack bank, for embezzlement of \$1,000.

4. A bill against the Rutsack bank, for embezzlement of \$1,000.

5. A bill against the Rutsack bank, for embezzlement of \$1,000.

6. A bill against the Rutsack bank, for embezzlement of \$1,000.

7. A bill against the Rutsack bank, for embezzlement of \$1,000.

8. A bill against the Rutsack bank, for embezzlement of \$1,000.

9. A bill against the Rutsack bank, for embezzlement of \$1,000.

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13. A bill against the Rutsack bank, for embezzlement of \$1,000.

14. A bill against the Rutsack bank, for embezzlement of \$1,000.

15. A bill against the Rutsack bank, for embezzlement of \$1,000.

16. A bill against the Rutsack bank, for embezzlement of \$1,000.

17. A bill against the Rutsack bank, for embezzlement of \$1,000.

18. A bill against the Rutsack bank, for embezzlement of \$1,000.

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## TECHNICAL POINTS STOP INJUNCTION.

South Union School Case Brings Out Error in Equity Practice.

FORM IS FIXED BY JUDGE.

Verdict of Case Regarding Purchase of New Books Not Determined—Decision of Importance to Legal Fraternity—Will Renew Application.

UNIONTOWN, Sept. 11.—The preliminary injunction granted by Judge Van Swearingen in the case of the South Union School District against the purchase of new books was dissolved today after a hearing on the matter.

The injunction was granted by Judge Van Swearingen on the basis of the fact that the purchase of new books would be a violation of the school district's budget.

The school district's budget was found to be in violation of the law, and the purchase of new books was found to be a violation of the budget.

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## JACOB MURPHY CONVICTED.

Westmoreland Judge of Elections Is Placed in Jail After Verdict.

UNIONTOWN, Sept. 12.—The case of Jacob Murphy against the Westmoreland County Board of Elections was tried in the Uniontown court today. The jury returned a verdict of guilty against Murphy.

Murphy was found guilty of embezzlement of \$1,000. The jury also found that the Westmoreland County Board of Elections was in violation of the law.

The Westmoreland County Board of Elections was found to be in violation of the law, and the purchase of new books was found to be a violation of the budget.

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# AGREEMENT FOR NEW HAVEN ANNEXATION DRAFTED AND PRESENTED TO COMMITTEES.

## Meeting of Representatives of Two Towns Held on Saturday Night When First Actual Steps Towards Consolidation Are Taken.

The committee on consolidating Connelville and New Haven held a meeting Saturday evening at which the agreement was presented by Attorney E. C. Hildebrand and after a few changes it was decided to recommend its adoption in both Councils. The agreement changes the whole map of the voting districts of town. By it there are to be seven wards in Connelville and New Haven. Five are to be located in Connelville and two in New Haven.

The famous "Blood Third" ward moves out of town altogether occupying a district south of Patterson avenue, while the famous Republican First ward is changed around so that many will occupy the Fourth ward if the proposition carries at the November election. Many of the hotels will find themselves in different wards from what they now occupy. The Smith House and the Wyman hotel will be in the Fourth ward while others will grace other wards. The Hotel Columbia being in the Sixth ward.

This agreement made and concluded this day by and between the Borough of Connelville, County of Fayette and State of Pennsylvania, of the first part and the Borough of New Haven, County of Fayette and State of Pennsylvania, of the second part.

Whereas the said Borough of Connelville and the said Borough of New Haven are duly incorporated under the laws of the Commonwealth of Pennsylvania, and are adjacent to each other and of such compact and contiguous territory as to form one municipal division, and

Whereas it is desirable that the said boroughs be consolidated into one borough so that all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Now this agreement witnesseth that the said boroughs for and in consideration of the premises and for carrying out and effectuating the purpose and intention therein expressed and under and by virtue of the provisions of the Act of Assembly approved the 28th day of June 1906, P. L. 1906, and the amendments and supplements thereof, have agreed and by these presents do agree as follows:

First. That the said Borough of Connelville, County of Fayette and State of Pennsylvania, and the said Borough of New Haven, County of Fayette and State of Pennsylvania, be consolidated into one borough, to be known as the Borough of Connelville.

Second. That the said consolidated borough shall be divided into seven wards, designated and bounded as follows:

(a) First Ward comprising all the territory in the present Borough of Connelville lying south of Patterson street and north of Fayette street and Main street to the north and Patterson street to the south.

(b) Second Ward comprising all the territory in the present Borough of Connelville lying east of Patterson street and north of Fayette street and Main street to the north and Patterson street to the south.

(c) Third Ward comprising all the territory in the present Borough of Connelville lying south of Patterson street and north of Fayette street and Main street to the north and Patterson street to the south.

(d) Fourth Ward comprising all the territory in the present Borough of Connelville lying south of Patterson street and north of Fayette street and Main street to the north and Patterson street to the south.

(e) Fifth Ward comprising all the territory in the present Borough of Connelville lying south of Patterson street and north of Fayette street and Main street to the north and Patterson street to the south.

(f) Sixth Ward comprising all the territory in the present Borough of Connelville lying south of Patterson street and north of Fayette street and Main street to the north and Patterson street to the south.

(g) Seventh Ward comprising all the territory in the present Borough of Connelville lying south of Patterson street and north of Fayette street and Main street to the north and Patterson street to the south.

Third. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Fourth. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

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Sixth. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Seventh. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Eighth. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Ninth. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Tenth. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Eleventh. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Twelfth. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

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Nineteenth. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Twentieth. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

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Twenty-sixth. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Twenty-seventh. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

Twenty-eighth. That all the property rights, franchises and privileges now held by either and both of said boroughs may be vested in and transferred to one borough formed by such consolidation.

### AN INCH OF RAIN

It Really Means a Hundred Tons to an Acre

The rain fell in buckets the thunder rumbled terrifically and the lightning drew zigzag lines of bright gold upon the violet sky.

So you too don't know what an inch of rain exactly is said the weather clerk as he looked at his rain measuring instrument. Very few people do it seems. It explains it to you.

An inch is 62,726,400 square inches. An inch of water on the acre is therefore 62,726,400 cubic inches. That means 221 cubic inches or the gallon equals 231 cubic inches. 2,000,000 pounds or 100 tons.

An inch of rain is in other words falling at the rate of 101 tons to the acre.

### MT. PLEASANT BUSY ON SATURDAY NIGHT.

Something Doing Every Minute, Including Music, Fights, Small Riot and Chase After Crazy Man

MT. PLEASANT, Sept. 16.—(P. M.) Saturday evening was a busy as well as a riotous one for those who were out shopping, as evidenced by the following happenings, all of which took place within an hour of each other.

On one corner of the Little Green Band was a young man who had been drinking. He was in the habit of coming to the band and making a nuisance of himself.

By the West End of the town a small crowd and below the level of the street a small riot broke out. The riot was caused by a young man who had been drinking.

A fight broke out between two young men who had been drinking. The fight was caused by a young man who had been drinking.

A small riot broke out in the town. The riot was caused by a young man who had been drinking.

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### LONG TERMS GIVEN MEN ON ASSAULT CHARGES BY COURT

Judge Umbel Sentences Men to Workhouse This Morning.

BAD NEGRO AMONG PRISONERS.

Cases Are Being Disposed of Rapidly

Joseph Hager, Who Fought With Officer on Car, Gets Two Years in Workhouse

UNIONTOWN, Sept. 16.—In Judge Umbel's court today for a Brownsville negro was convicted of assault on Officer Joseph Hager and sentenced to the workhouse for two years in addition to this he has six days to serve for disorderly conduct. Hager endeavored to place a noose around the neck of the negro.

Hager finally overcame the negro and placed him under arrest. The negro refused to give his name and was taken to the workhouse.

The negro was taken to the workhouse and placed in the cell with the other prisoners. The negro was taken to the workhouse and placed in the cell with the other prisoners.

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### JELL-O

The Dainty Dessert

PREPARED INSTANTLY. Simply add boiling water and serve. 1 lb. per package at all grocers. 7 flavors. Actual substitutes.

Attorney-at-Law.

GEORGE M. ROSACK, ATTORNEY-AT-LAW. Office, Suite 1100 Park Building, Pittsburgh, Pa. Telephone 1042. Jan 02

You are cordially invited to establish business relations with

THE YOUGH NATIONAL BANK OF CONNELLSVILLE, PA.

CAPITAL SURPLUS AND PROFITS. \$2,635,37 ASSETS. 682,123.34

4 PER CENT ON SAVINGS ACCOUNTS.

OFFICERS. JOSEPH SOISSON, President. B. F. BOYTS, Vice President. E. R. FLOTO, Cashier. JAS. B. STADLER, Teller. CONRAD GILBERT, Bookkeeper. RUTH ARTHUR, Stenographer.

DIRECTORS. JOSEPH SOISSON, Solon Fire Brick Company. B. F. BOYTS, Solon Fire Brick Company. J. B. STADLER, Solon Fire Brick Company. E. R. FLOTO, Solon Fire Brick Company. CONRAD GILBERT, Solon Fire Brick Company. RUTH ARTHUR, Solon Fire Brick Company.

THE NEW HAVEN NATIONAL BANK. NEW HAVEN, PA.

Capital, : : \$50,000.

This bank solicits the checking accounts of firms and individuals and extends to such customers every reasonable courtesy and facility.

Four Per Cent. Interest Paid on Savings Accounts.

START IT GOING AGAIN.

Did your savings account suffer during the business depression? Maybe it was wiped out a together. Better start it going again. You realized during the hard times what an advantage it is to have money in bank. Now that prosperity is returning a part of your wages should be saved.

4% PAID ON SAVINGS.

THE FIRST NATIONAL BANK

THE BANK THAT DOES THINGS FOR YOU. Main St., Connelville, Pa.

Steamship Tickets—Letters of Credit—Travelers' Cheques

Mark Twain Said:

It's a good thing that when I think of you I don't think of you as a friend of mine. It makes me feel like I'm not a friend of mine.

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## MANY CASES DISPOSED OF BY CRIMINAL COURT ON FIRST DAY OF BUSY SESSION.

UNIONTOWN, Sept. 16.—Judge Umbel yesterday afternoon gave M. P. Matland game and fish warden something to think about in prosecuting violators of the law hereafter. He handed him a severe score for the method he used and told him that he ought to be discharged. John Daugherty, James Dickenson, William Dickenson and William Green were on trial charged with fishing on Sunday. Two of the men testified that after they had been arrested they pleaded to be allowed to go. Matland replied to them that if they would say they had seen two "fishies" fishing there on Sunday he would release them. Matland admitted saying this saying that the remark was made in a joking manner. The court stated that it was extremely sorry that it could not direct a verdict to have the costs paid on Matland but the defendants admitted their guilt and this could not be done.

Five years in the penitentiary was the penalty imposed upon two "fishies" who were caught on Sunday. The court in Judge Umbel's court. Perkins was arrested along with William Compton at Oliver where the pair were caught stealing trolley wire. Compton endeavored to escape and was shot and killed by Louis Smithly who with William Bradley was guarding the women in the engine house.

Joseph Hilly, Steve Spishock, Joe Kauer, Steve Franco and Joseph Leuch were placed on trial charged by John Marx with conspiracy.

Marx was a bartender at the West End Hotel and espoused one side of certain church fronts, which resulted in the men noting the proprietor that they would no longer drink at his hotel. The proprietor told Marx to lay off until he had the trouble fixed up. The court held that there was no conspiracy mixed up in the affair and it went to the jury on a question of costs.

Application for the dissolution of two corporations, the Junata Coke Company and the Standard Supply Company, the properties of which were sold, came up to the Hon. J. C. Brink, Coke Company, was made yesterday by Attorney M. M. and P. P. Cochran. The business of the corporations has been closed by the Junata Coke Company, reports assets of \$116,000 in no liabilities and the Standard Supply assets of \$10,000 in no liabilities. M. M. Cochran, President of the Junata Coke Company, and S. L. Neph, Treasurer of the coke company, were appointed liquidating committee by the court. The court ordered the assets of the coke company to be sold and the proceeds to be paid to the creditors. The court also ordered the assets of the Standard Supply Company to be sold and the proceeds to be paid to the creditors.

The matter was tried for a hearing at 10 o'clock October 1.

Similar proceedings were undertaken yesterday by Attorney E. Adams on behalf of the Meppco Coal Company of Uniontown. D. D. Johnson, President and J. H. Adams, Secretary of the company, were appointed liquidating committee by the court. The court ordered the assets of the Meppco Coal Company to be sold and the proceeds to be paid to the creditors. The court also ordered the assets of the company to be sold and the proceeds to be paid to the creditors.





## NO DANGER OF COAL FAMINE FOR YEARS.

State Bureau of Mines Makes Interesting Report on Great Industry.

### STATEMENT IS AUTHENTIC.

Carelessness of Miners is One of Leading Causes of Disasters in Mines—Must Exercise Greater Caution While Working Under Ground.

HARRISBURG, Pa. Sept. 10.—The future annual coal production in Pennsylvania will continue for many years at probably 200,000,000 tons, says Chief of Mines James E. Rodenbeck in his report on the mining industry in the Keystone State which has just been issued. It is estimated that 7,000,000 tons still remain unmined in the anthracite region and in the bituminous region while no estimates have been made the supply at the present rate of consumption will not last several hundred years. The Pennsylvania mining industry is in most excellent condition, he says. The equipment and management of most of the mines are up to date and great effort has been made in recent years to render the mines safe for the workmen and at the same time to give better protection to property. The record of 1907 in the coal trade was especially remarkable. The production in Pennsylvania reached the unusual volume of 2,615,159 net tons of which the bituminous region produced 1,499,947 tons and the anthracite region 1,115,212 tons. The production exceeded the best production of 1906 by 942,460 tons and is five times as great as that of any State in the Union and over 8 per cent of the output of Great Britain. The total coal production of the world is estimated at 1,400,000,000 tons for 1907. The United States produced 497,806,266 tons.

The subjects of accidents occupies a considerable portion of the report and the Chief says: "However after the last world has been said regarding the causes of accidents and the best means of prevention it still remains an indisputable fact that over one half of all fatalities result from carelessness on the part of the miners or on the part of the owners and such being the case the statement must be made that the loss of life is not challenged that the loss of life is deplorable as it will continue until the workmen take care of themselves and those in charge of the mines learn to exercise greater care or are better fitted for their work. Faulty duty with dangerous breeches a part of carelessness or indifference. If this condition coupled with ignorance of the workmen who in most cases is not understood, the English has suggested that an unusual hazard to an occupation that at best is not a dangerous one."

Regarding accidents Mr. Rodenbeck says further:

The Department of Mines is of the opinion that the most common cause of accidents is carelessness on the part of the miners and such being the case the statement must be made that the loss of life is not challenged that the loss of life is deplorable as it will continue until the workmen take care of themselves and those in charge of the mines learn to exercise greater care or are better fitted for their work. Faulty duty with dangerous breeches a part of carelessness or indifference. If this condition coupled with ignorance of the workmen who in most cases is not understood, the English has suggested that an unusual hazard to an occupation that at best is not a dangerous one."

The recent disasters in the bituminous coal fields have directed attention to the loss of life by explosion of gas and dust and the attention of the public has been directed to the fact that there have been many lives lost by explosions of gas and dust in the bituminous coal fields. It is estimated that in that way are only the 1.76 per cent of the total number of lives lost from 1870 to 1907, inclusive.

During that time 674 persons lost their lives in and about the bituminous coal fields of Pennsylvania. 163 persons were killed inside and outside the mines. Of the 674 persons killed inside the mines, 163 were killed by explosions of gas and dust and 511 were killed by other causes. 842 persons were killed by falls of coal and 187 persons were killed by other causes. 91 persons were killed by other causes.

The number of fatal accidents in 1907 was 806, a great number for any previous year. The production of coal was also many millions tons greater than ever before. A careful examination of the reports shows that accidents, or 1.76 per cent, were due to the carelessness of miners. 1.76 per cent to unavoidable causes and 1.76 per cent to other causes under terminated.

### EXPERTS MAY COME

Mining Men From Europe Expected to Visit Reg on Next Month.

Upon their return from Illinois and other western State where they are making an inspection of mining in America and are seeking a means of eliminating the number of disasters foreign mining experts recently have been from the country to expect to visit the Connellsville coke region.

The experts are expected to return to Pittsburgh next month where additional experiments will be carried on in the new experimental station and it is thought that the mining men will come to the Connellsville coke plants and mines of the region. Prominent mining men have conferred with the experts and there is little doubt of the coming here.

The Weekly Courier, \$1.00 a year.

## COKE PRODUCTION IN STATE OF MONTANA.

Increase in Both Amount Turned Out and Money Received for It Has Five Plants.

The production of coke in Montana in 1907 amounted to 10,754 short tons valued at \$29,174 according to E. W. Parker, chief statistician of the United States Geological Survey. Compared with the production of 1906 which amounted to 5,152 short tons valued at \$26,021 this is an increase of 2,226 tons or approximately 43 per cent in quantity or more than 10 per cent in value. The average price per ton advanced from \$6.97 in 1906 to \$7.00 in 1907. One new establishment was added to the coke manufacturing plants of the State in 1907 increasing the number from four to five. The new establishment was not however entirely completed before the close of the year and reported no production and two of the other plants with a total of 100 ovens were also idle throughout the year.

The statistics collected by Mr. Parker show a considerable advance in the percentage of yield of coke in coke in this State during 1906 and 1907. 7.3 per cent in the earlier and 9 per cent in the later year while the yield in 1903 was 4.5 per cent. This was compared to that of the two preceding years 4.9 and 4.8 per cent respectively. The low percentage in 1903 was probably due to the fact that in that year the weight of the coke used was given before washing while in other years the weight of the washed coke has been reported. Higher yield in 1907 than in 1904 (8.915) indicates a better separation of the impurities by washing. Less coke is used in 1907 than in 1904 (65.945) who tons as compared with 78.303 tons) while the production of coke is greater. All of the coke used in coke making in Montana is run of mine and nearly all of it is washed before charging into the ovens.

Mr. Parker's report is now in course of publication in an advance chapter from Mineral Resources of the United States. Calendar Year 1907. It will be ready for distribution in a few weeks when copies may be obtained by applying to the Director of the United States Geological Survey, Washington, D. C.

## FAYETTE COUNTY HAS MANY VIOLENT DEATHS

Coroner Bell in Report Shows That Thirty One Met Untimely Ends During Quarter.

UNIONTOWN, Sept. 11.—County Coroner Harry J. Bell this morning presented his list of deaths with explanations, reached for the past quarter. The number of violent deaths reported for the quarter and examined into by the coroner was 31 of which 11 were American citizens. Following are their names: William Duff killed by a car at Locksberry; William Leaning died under mysterious circumstances and without medical aid at Wheeler; One Harvey died from burns received in a mine; Louis Guthrie killed by a car at Fairview; Elsie Thompson killed by falling down an air shaft at Trotter; Frank Pickett killed by a fall of coal at Dora; George Williams killed by a mine at Brice Hill; John Anderson died from gas at Brownsville; John W. Hartman came to his death at Brownsville from unknown causes; Leroy B. Jones died from unknown causes at Brownsville.

The balance of the list is made up principally of foreigners who died from being injured in the mines and on the railroad tracks.

### NEW MINING TOWN

Yukon to Surpass Red On and Crabtree in Splendor.

Laborers, artificers and constructors are busily engaged spinning down the map of Westmoreland county an other great mining town. Yukon is the appellation given to it by the management of the Westmoreland Coal Company and it is destined to far outshine the magnificent and splendid of Red On and Crabtree. Situated on the banks of the Monaca river, more than a million dollars will be spent to build a really great coal town.

Yukon is situated two miles south of ancient and innocent Madson and between Walters and Bel's mills. More than 100 acres are in possession of the Westmoreland Coal Company and the town has been built on the hills at the most suitable place. The civil engineers drew a red line north and south in the silver and blue line east and west and at that point where the lines crossed there the slope was started. Near by a 100 foot engine and power house is being erected of stone.

### NEW TROLLEY ROAD

Contract Awarded for Line From Irwin to Hermans.

With two other companies endeavoring to win the Bell the Manor Valley Street Railway Company has let the contract for the construction of a line from Irwin to Hermans. The line will be built on the successful bidders. Work will begin at once.

The construction of the road alone will cost about \$60,000. The Manor Valley Company is composed of Irwin and Manor capitalists.

Established 1859. Incorporated 1894.

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### High Grade Silica and Fire Clay Brick

For Coke Ovens, Furnaces, Glass Houses and Cupolas. Special Shapes on Short Notice. Tile and Ground Clays.

Annual Capacity of Combined Works 60,000,000

Works	Analysis of Silica Brick.
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Hecla Coke Company	Ovens	U. S. Coal & Coke Co.	Ovens
Plants 1 and 2	800	Plants 1 and 2	900
Oliver & Snyder Steel Co.	1108	Cassell Coal & Coke Co.	600
Plants 1 and 2	420	Plants 1 and 2	1000
Austin Coal & Coke Co.	420	Yorker, Shoaf and Binner	1000
Plants 1 and 2	100	Strait Coal & Coke Co.	100
Colonial Coke Company	100	Fairbank Works	100

L. W. FOGG Pres. & Consulting Engineer  
S. P. BOSSART Vice Pres. H. K. COFFROTH Sec. & Treas.

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### ENGINEERS AND ARCHITECTS.

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Specialties: Coal Property Examination and Reports.

## Connellsville Iron Works,

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### AND BOILER REPAIRING,

Larries, Cages, Chutes, Screens and Steel Mine Cars.  
STACKS MADE AND ERECTED  
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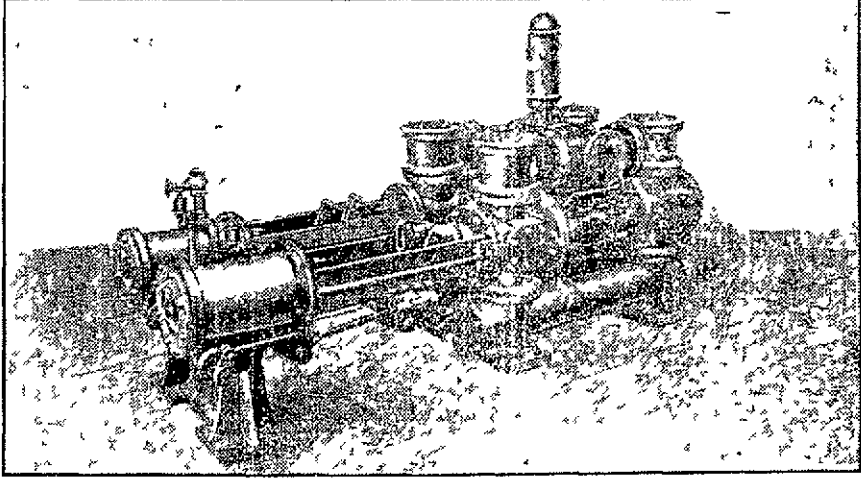
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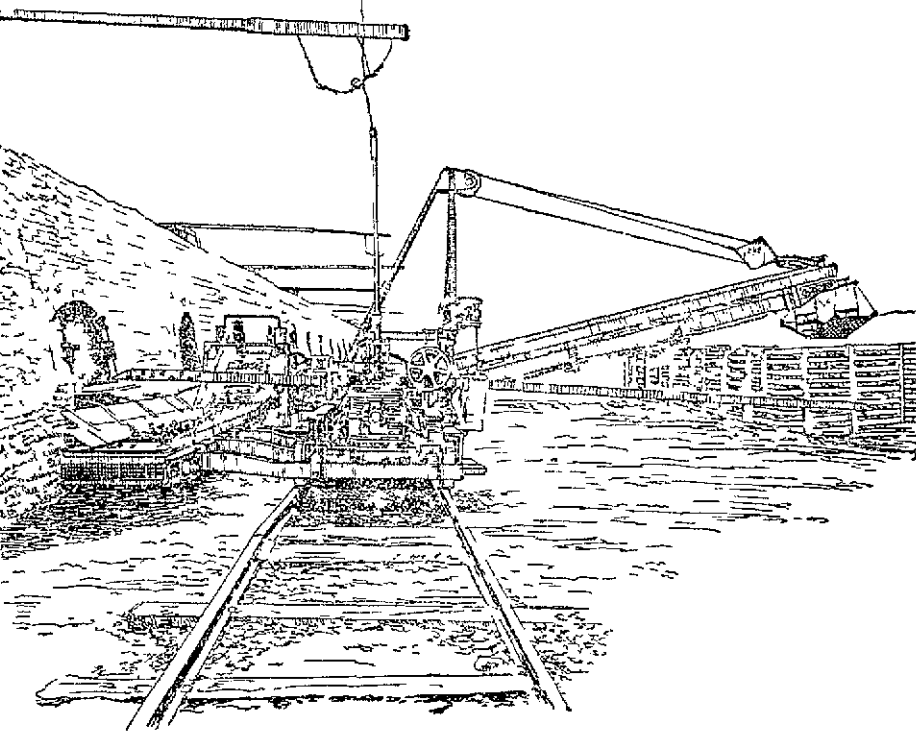
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